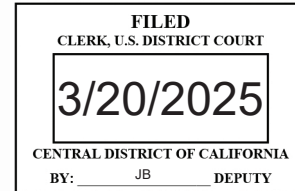


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Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

JUAN PABLO MAGDALENO MOCTEZUMA,
aka "Luis Jesus PEREZ-
ANDRADE,"

Defendant.

No. CR 25- 5:25-cr-00078-MRA

PLEA AGREEMENT FOR DEFENDANT JUAN
PABLO MAGDALENO MOCTEZUMA

1. This constitutes the plea agreement between Juan Pablo Magdaleno Moctezuma, also known as "Luis Jesus Perez-Andrade," ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

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DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a) Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a one-count information, in the form attached to this agreement as Exhibit A or a substantially similar form, that charges defendant with being an illegal alien found in the United States following deportation or removal in violation of 8 U.S.C. § 1326(a).

b) Not contest facts agreed to in this agreement.

c) Abide by all agreements regarding sentencing contained in this agreement.

d) Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e) Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f) Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g) Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessment.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a) Not contest facts agreed to in this agreement.

1 b) Abide by all agreements regarding sentencing
2 contained in this agreement and recommend that defendant be
3 sentenced to a term of imprisonment at the low end of the applicable
4 Sentencing Guidelines range corresponding to the Total Offense Level
5 the parties have agreed to in paragraph 11 and the Criminal History
6 Category determined by the Court.

7 NATURE OF THE OFFENSE

8 4. Defendant understands that for defendant to be guilty of
9 the crime charged in the one-count information, a violation of 8
10 U.S.C. § 1326(a), the following must be true: (1) defendant was
11 lawfully deported or removed from the United States; (2) after
12 defendant's deportation or removal, defendant voluntarily entered
13 the United States; (3) after defendant entered the United States,
14 defendant knew that defendant was in the United States and knowingly
15 remained; (4) defendant was found in the United States without
16 having obtained consent to reapply for admission into the United
17 States from the Attorney General or the Secretary of the Department
18 of Homeland Security, or any authorized representative of either
19 official; (5) defendant was, at the time of the offense, an alien,
20 that is, a person who is not a natural-born or naturalized citizen,
21 or a national, of the United States; and (6) defendant was free from
22 official restraint at the time he entered the United States.

23 Defendant was free from official restraint, unless defendant was
24 under constant governmental observation from the moment defendant
25 set foot in this country until the moment of defendant's arrest.

26 PENALTIES

27 5. The statutory maximum sentence that the Court can impose
28 for a violation of 8 U.S.C. § 1326(a) is: 2 years' imprisonment; a

1 one-year period of supervised release; a fine of \$250,000; and a
2 mandatory special assessment of \$100.

3 6. Defendant understands that supervised release is a period
4 of time following imprisonment during which defendant will be
5 subject to various restrictions and requirements. Defendant agrees
6 that the imposition of supervised release is warranted in this case,
7 as authorized under USSG § 5D1.1, cmt. n.5. Defendant understands
8 that if defendant violates one or more of the conditions of any
9 supervised release imposed, defendant may be returned to prison for
10 all or part of the term of supervised release authorized by statute
11 for the offense that resulted in the term of supervised release,
12 which could result in defendant serving a total term of imprisonment
13 greater than the statutory maximum stated above.

14 7. Defendant understands that the conviction in this case may
15 result in defendant giving up valuable government benefits and civic
16 rights and may also subject defendant to various other collateral
17 consequences, including but not limited to revocation of probation,
18 parole, or supervised release in another case and suspension or
19 revocation of a professional license. Defendant understands that
20 unanticipated collateral consequences will not serve as grounds to
21 withdraw defendant's guilty plea.

22 8. Defendant and his counsel have discussed the fact that,
23 and defendant understands that, because defendant is not a United
24 States citizen, the conviction in this case makes it practically
25 inevitable and a virtual certainty that defendant will be removed or
26 deported from the United States. Defendant may also be denied
27 United States citizenship and admission to the United States in the
28 future. Defendant understands that while there may be arguments

1 that defendant can raise in immigration proceedings to avoid or
2 delay removal, removal is presumptively mandatory and a virtual
3 certainty in this case. Defendant further understands that removal
4 and immigration consequences are the subject of a separate
5 proceeding and that no one, including his attorney or the Court, can
6 predict to an absolute certainty the effect of his conviction on his
7 immigration status. Defendant nevertheless affirms that he wants to
8 plead guilty regardless of any immigration consequences that his
9 plea may entail, even if the consequence is automatic removal from
10 the United States.

11 FACTUAL BASIS

12 9. Defendant admits that defendant is, in fact, guilty of
13 violating 8 U.S.C. § 1326(a) as described in the information.
14 Defendant and the USAO agree to the statement of facts provided
15 below and agree that this statement of facts is sufficient to
16 support a plea of guilty to the charge described in this agreement
17 and to establish the Sentencing Guidelines factors set forth in
18 paragraph 11 below but is not meant to be a complete recitation of
19 all facts relevant to the underlying criminal conduct or all facts
20 known to either party that relate to that conduct.

21 Defendant, a citizen of Mexico, was at all times relevant to
22 this plea agreement an alien, that is, not a natural-born or
23 naturalized citizen, or national, of the United States. Defendant
24 was lawfully deported or removed from the United States on or about
25 May 23, 2013 and July 31, 2013. Subsequent to defendant's July 31,
26 2013 deportation or removal, defendant knowingly and voluntarily re-
27 entered and thereafter remained in the United States. Defendant did
28 so without the consent of the Attorney General or his designated

1 successor, the Secretary of the Department of Homeland Security, or
2 of any authorized representative of either the Attorney General or
3 that Department, to reapply for admission or to otherwise re-enter
4 and remain in the United States. After defendant re-entered and
5 remained in the United States, on or about February 19, 2025,
6 immigration authorities found defendant in Riverside County, within
7 the Central District of California. Defendant was found by
8 immigration authorities after he had physically crossed the border
9 of the United States.

10 SENTENCING FACTORS

11 10. Defendant understands that in determining defendant's
12 sentence the Court is required to calculate the applicable
13 Sentencing Guidelines range and to consider that range, possible
14 departures under the Sentencing Guidelines, and the other sentencing
15 factors set forth in 18 U.S.C. § 3553(a). Defendant understands
16 that the Sentencing Guidelines are advisory only, that defendant
17 cannot have any expectation of receiving a sentence within the
18 calculated Sentencing Guidelines range, and that after considering
19 the Sentencing Guidelines and the other § 3553(a) factors, the Court
20 will be free to exercise its discretion to impose any sentence it
21 finds appropriate up to the maximum set by statute for the crime of
22 conviction.

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11. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

	Associated Guideline Enhancement	Associated Guideline Reference
Base Offense Level and Description	8	USSG §2L1.2(a)
Acceptance of Responsibility	-2	USSG §3E1.1(a)
Early Disposition Program Departure	-4	USSG §5K3.1

Total Offense Level: 2

Defendant and the USAO further agree that, if Defendant's Criminal History Category is Criminal History Category VI, the Early Disposition Program Departure shall be only 2 levels (rather than the 4 specified above).

12. Defendant may request or recommend additional downward adjustments, departures, or variances from the Sentencing Guidelines under 18 U.S.C. § 3553. The government will oppose any downward adjustments, departures, or variances not set forth in this plea agreement.

13. Defendant understands that there is no agreement as to defendant's criminal history or Criminal History Category.

14. Defendant and the USAO agree that a one-year period of supervised release to follow release from imprisonment.

15. The parties also agree that no prior imprisonment (other than credits that the Bureau of Prisons may allow under 18 U.S.C. § 3585(b)) may be credited against this stipulated sentence, including credit under Sentencing Guideline § 5G1.3. Defendant represents, and the USAO does not contest, that defendant does not have the ability to pay a fine.

1 16. The parties agree to request that defendant be sentenced
2 as soon as possible following the entry of defendant's guilty plea.
3 The parties stipulate and agree that, with the exception of
4 defendant's criminal history, there is sufficient information in the
5 record to enable the Court to exercise its sentencing authority
6 meaningfully without a presentence investigation or report. The
7 parties agree to request that the United States Probation and
8 Pretrial Services Office prepare a presentence report that is
9 limited to defendant's criminal history only. To the extent
10 defendant has a right to a presentence investigation and preparation
11 of a presentence report relating to anything other than defendant's
12 criminal history, defendant hereby knowingly, voluntarily, and
13 intelligently waives that right. The parties agree to request that
14 the Court find, pursuant to Federal Rule of Criminal Procedure
15 32(c)(1), that the information in the record, coupled with a
16 presentence report limited to defendant's criminal history, is
17 sufficient to enable the Court to exercise its sentencing authority
18 meaningfully without a more complete presentence investigation and
19 report. The parties understand and agree that, in the event that
20 the Court declines to make this finding and instead orders that a
21 more complete presentence investigation be conducted and/or a more
22 complete presentence report prepared, such action shall have no
23 effect on the validity of this agreement or any of its terms or
24 conditions and shall not provide a basis for either party to
25 withdraw from the plea agreement.

26 WAIVER OF CONSTITUTIONAL RIGHTS

27 17. Defendant understands that by pleading guilty, defendant
28 gives up the following rights:

- 1 a) The right to persist in a plea of not guilty.
- 2 b) The right to a speedy and public trial by jury.
- 3 c) The right to be represented by counsel - and if
- 4 necessary have the Court appoint counsel - at trial. Defendant
- 5 understands, however, that, defendant retains the right to be
- 6 represented by counsel - and if necessary have the Court appoint
- 7 counsel - at every other stage of the proceeding.
- 8 d) The right to be presumed innocent and to have the
- 9 burden of proof placed on the government to prove defendant guilty
- 10 beyond a reasonable doubt.
- 11 e) The right to confront and cross-examine witnesses
- 12 against defendant.
- 13 f) The right to testify and to present evidence in
- 14 opposition to the charges, including the right to compel the
- 15 attendance of witnesses to testify.
- 16 g) The right not to be compelled to testify, and, if
- 17 defendant chose not to testify or present evidence, to have that
- 18 choice not be used against defendant.
- 19 h) Any and all rights to pursue any affirmative
- 20 defenses, Fourth Amendment or Fifth Amendment claims, and other
- 21 pretrial motions that have been filed or could be filed.

22 WAIVER OF APPEAL OF CONVICTION

23 18. Defendant understands that, with the exception of an

24 appeal based on a claim that defendant's guilty plea was

25 involuntary, by pleading guilty defendant is waiving and giving up

26 any right to appeal defendant's conviction on the offense to which

27 defendant is pleading guilty. Defendant understands that this

28 waiver includes, but is not limited to, arguments that the statute

1 to which defendant is pleading guilty is unconstitutional, and any
2 and all claims that the statement of facts provided herein is
3 insufficient to support defendant's plea of guilty.

4 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

5 19. Defendant gives up the right to appeal all of the
6 following: (a) the term of imprisonment imposed by the Court,
7 provided it is within the statutory maximum and within the
8 applicable Sentencing Guidelines range corresponding to the Total
9 Offense Level the parties have agreed to in paragraph 11 and the
10 Criminal History Category determined by the Court; (b) any fine
11 imposed by the Court, provided it is within the statutory maximum;
12 (c) the term of probation or supervised release imposed by the
13 Court, provided it is within the statutory maximum; and (d) any of
14 the following conditions of probation or supervised release imposed
15 by the Court: the conditions set forth in Second Amended General
16 Order 20-04 of this Court.

17 20. Defendant also gives up any right to bring a post-
18 conviction collateral attack on the conviction or sentence, except a
19 post-conviction collateral attack based on a claim of ineffective
20 assistance of counsel.

21 21. The USAO agrees that, provided the Court imposes the
22 sentence specified within the applicable Sentencing Guidelines range
23 corresponding to the Total Offense Level the parties have agreed to
24 in paragraph 11 and the Criminal History Category determined by the
25 Court, the USAO gives up its right to appeal any portion of that
26 sentence.

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1 RESULT OF WITHDRAWAL OF GUILTY PLEA

2 22. Defendant agrees that if, after entering a guilty plea
3 pursuant to this agreement, defendant seeks to withdraw and succeeds
4 in withdrawing defendant's guilty plea on any basis other than a
5 claim and finding that entry into this plea agreement was
6 involuntary, then the USAO will be relieved of all of its
7 obligations under this agreement.

8 EFFECTIVE DATE OF AGREEMENT

9 23. This agreement is effective upon signature and execution
10 of all required certifications by defendant, defendant's counsel,
11 and an Assistant United States Attorney.

12 BREACH OF AGREEMENT

13 24. Defendant agrees that if defendant, at any time after the
14 signature of this agreement and execution of all required
15 certifications by defendant, defendant's counsel, and an Assistant
16 United States Attorney, knowingly violates or fails to perform any
17 of defendant's obligations under this agreement ("a breach"), the
18 USAO may declare this agreement breached. All of defendant's
19 obligations are material, a single breach of this agreement is
20 sufficient for the USAO to declare a breach, and defendant shall not
21 be deemed to have cured a breach without the express agreement of
22 the USAO in writing. If the USAO declares this agreement breached,
23 and the Court finds such a breach to have occurred, then: (a) if
24 defendant has previously entered a guilty plea pursuant to this
25 agreement, defendant will not be able to withdraw the guilty plea,
26 (b) the USAO will be relieved of all its obligations under this
27 agreement, and (c) the Court's failure to follow any recommendation
28 or request regarding sentence set forth in this agreement will not

1 provide a basis for defendant to withdraw defendant's guilty plea.

2 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

3 OFFICE NOT PARTIES

4 25. Defendant understands that the Court and the United States
5 Probation and Pretrial Services Office are not parties to this
6 agreement and need not accept any of the USAO's sentencing
7 recommendations or the parties' agreements to facts, sentencing
8 factors, or sentencing. Defendant understands that the Court will
9 determine the facts, sentencing factors, and other considerations
10 relevant to sentencing and will decide for itself whether to accept
11 and agree to be bound by this agreement.

12 26. Defendant understands that both defendant and the USAO are
13 free to: (a) supplement the facts by supplying relevant information
14 to the United States Probation and Pretrial Services Office and the
15 Court, and (b) correct any and all factual misstatements relating to
16 the Court's Sentencing Guidelines calculations and determination of
17 sentence.

18 NO ADDITIONAL AGREEMENTS

19 27. Defendant understands that, except as set forth herein,
20 there are no promises, understandings, or agreements between the
21 USAO and defendant or defendant's attorney, and that no additional
22 promise, understanding, or agreement may be entered into unless in a
23 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.


AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

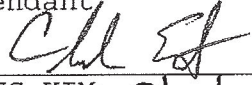
JOSEPH T. McNALLY
Acting United States Attorney


ELIZABETH BISLAND
Special Assistant United States
Attorney

3/20/25
Date


JUAN PABLO MAGDALENO MOCTEZUMA,
Defendant

3/20/25
Date


~~YOUNG KIM~~ Charles Einton
Attorney for Defendant
JUAN PABLO MAGDALENO MOCTEZUMA

3/20/25
Date

CERTIFICATION OF DEFENDANT

TO DEFENDANT AND COUNSEL: INITIAL THE TRUE STATEMENT AND CROSS
OUT THE OTHER:

1. This agreement has been read to me in Spanish, the
language I understand best. Defendant's initials: JPM / Counsel's
initials: CE OR:

2. I am fluent in English and have carefully read this
agreement. Defendant's initials: ____ / Counsel's initials: ____

I have had enough time to review and consider this agreement,
and I have carefully and thoroughly discussed every part of it with
my attorney. I understand the terms of this agreement, and I
voluntarily agree to those terms. I have discussed the evidence
with my attorney, and my attorney has advised me of my rights, of
possible pretrial motions that might be filed, of possible defenses
that might be asserted either prior to or at trial, of the
sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
Sentencing Guidelines provisions, and of the consequences of
entering into this agreement. No promises, inducements, or
representations of any kind have been made to me other than those
contained in this agreement. No one has threatened or forced me in
any way to enter into this agreement. I am satisfied with the
representation of my attorney in this matter, and I am pleading
guilty because I am guilty of the charges and wish to take advantage
of the promises set forth in this agreement, and not for any other
reason.

Juan Pablo M.

JUAN PABLO MAGDALENO MOCTEZUMA
Defendant

3/20/25
Date

CERTIFICATION OF INTERPRETER [IF APPLICABLE]

I, Mr. Edgorez Martin, am fluent in the written and spoken English and Spanish languages. I accurately translated this entire agreement from English into Spanish to defendant Juan Pablo MAGDALENO MOCTEZUMA, also known as, "Luis Jesus PEREZ-ANDRADE" on this date.

Mr. Edgorez Martin
INTERPRETER

March 20, 2025
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am JUAN PABLO MAGDALENO MOCTEZUMA's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

Charles Eaton
~~YOUNG KIM~~ Charles Eaton
Attorney for Defendant
JUAN PABLO MAGDALENO MOCTEZUMA

3/20/25
Date